

Remarks

Summary of the Office Action

Claims 1-6, 51-56, 101-106, and 151-177 are pending in this application. Claims 7-50, 57-100, and 107-150 were cancelled after being withdrawn from consideration pursuant to applicants' reply to the restriction requirement of June 1, 2006.

Claims 1-6 and 151-159 are rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter.

Claims 1, 2, 51, 52, 101, 102, 151, 152, 156, 160, 161, 165, 169, 170, and 174 are rejected under 35 U.S.C. § 102(b) as being anticipated by Sloo U.S. Patent No. 5,895,450 (hereinafter "Sloo").

Claims 3, 5, 6, 53, 55, 56, 103, 105, and 106 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo in view of Vaidyanathan et al. U.S. Patent Publication No. 2004/0059596 (hereinafter "Vaidyanathan").

Claims 4, 54, 104, 155, 164, and 173 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo in view of Kilibaner U.S. Patent Publication No. 2002/0161597 (hereinafter "Kilibaner").

Claims 153, 154, 157-159, 162, 163, 166-168, 171, 172, and 175-177 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo.

Summary Applicants' Reply

Applicants have amended claim 1 to more particularly define the invention. No new matter has been added and the amendments are fully supported by the original specification.

Reconsideration of this application in light of the following remarks is hereby respectfully requested.

Applicants' Reply to the 35 U.S.C. § 101 Rejection

Claims 1-6 and 151-159 are rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter. This rejection is respectfully traversed.

In the interest of expediting the prosecution of the present application, and without conceding the issue of patentability, applicants have amended independent claim 1 to more clearly recite particular apparatus elements that accomplish the claimed method steps. In particular, applicants have amended claim 1 to include control circuitry, a user input device, and a display device. These apparatus elements have already been included in corresponding independent system claim 101. As such, claim 1, as amended, is fully supported by the original specification.

Therefore, applicants respectfully submit that the rejection of independent claim 1 under 35 U.S.C. § 101 should be withdrawn. Furthermore, the rejection of dependent claims 2-6 and 151-159 under 35 U.S.C. § 101 should be withdrawn at least because they are dependent upon independent claim 1.

Applicants' Reply to the Rejection of
Claims 1, 51, and 101 Under 35 U.S.C. § 102(b)

Claims 1, 51, and 101 are rejected under 35 U.S.C. § 102(b) as being anticipated by Sloo.

Applicants' independent claims 1, 51, and 101 are directed, *inter alia*, toward a method and systems for guiding a user through dispute resolution using a dispute

management application that provides a user with a sub-plurality of dispute resolution paths along with estimated dispute resolution information about the paths, in response to the user's profile information. Each dispute resolution path is made up of a plurality of steps that implements at least one dispute resolution mechanism. The steps of the dispute resolution paths are displayed along with the estimated dispute resolution information. The user is then prompted to select one of the paths, which is initiated in response to the selection.

Sloo refers to a system for handling and resolving user complaints against subjects. The system resolves all disputes through one of three resolution mechanisms: negotiation, a judge/jury, or an automatic judgment system. The user is required to select one of these three dispute resolution options for all of the disputes without any guidance from the system.

For a proper rejection under 35 U.S.C. § 102, each and every element as set forth in the claim must be found in a single prior art reference. Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 2 USPQ2d 1051 (Fed. Cir. 1987). A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. MPEP 2131.

- A. Sloo does not show or suggest "determining a sub-plurality of dispute resolution paths for resolving the dispute from a plurality of dispute resolution paths based on the profile."

Applicants respectfully submit that Sloo does not show or suggest "determining a sub-plurality of dispute resolution paths for resolving the dispute from a plurality

of dispute resolution paths based on the profile, wherein each of the dispute resolution paths comprises a plurality of steps for implementing at least one dispute resolution mechanism," as recited by applicants' independent claims.

The Examiner, citing Sloo, col. 10, ll. 22-34, asserts that "Sloo discloses employing artificial intelligence processing to analyze various scenarios using gathered information (i.e. profile information) to determine the best solution (i.e. dispute path) or outcome to a dispute." Office Action, page 11. Applicants disagree with this assertion.

Sloo refers to a program that provides a user with three dispute settlement options. If a user selects the "Automatic Negotiator" option, the program initiates an automatic judgment process, as illustrated in Sloo's FIG. 7A. The program first retrieves the complaint data record for the dispute, including the performance records for the involved parties, and then collects other relevant information, such as data records from previous disputes and third party evidence. The program evaluates all this information to automatically arrive at a judgment. As part of the evaluation, the program may also "analyze various scenarios . . . to determine the best solution or outcome to a dispute." Sloo, col. 10, ll. 24-27. As an example, Sloo discusses "test[ing] the far-reaching and long-term affects of a decision on society . . . and render[ing] future decisions based on collected data in a way that will most likely result in positive effects on society." Sloo, col. 10, ll. 29-34. In other words, Sloo's automatic judgment process may analyze the future effects of a decision in a variety of scenarios in order to determine "the best solution" for a dispute.

Although the Examiner interprets Sloo's "best solution" as a "dispute path," there is nothing in Sloo to support this interpretation. On the contrary, Sloo's "best solution" is the end result, the judgment in a dispute, and not a dispute resolution path that includes a plurality of steps for resolving the dispute, as specified by applicants' independent claims. In other words, Sloo refers to evaluating a number of solutions, while the applicants' claims are directed to offering a number of paths to a solution. Moreover, Sloo's "best solution" cannot refer to a sub-plurality of dispute resolution paths, as the Examiner contends, since Sloo refers to an automatic judgment process that creates a judgment automatically, while the applicants' claims specify that the user selects one of the determined dispute resolution paths. Since Sloo's "best solution" is evaluated automatically, it cannot show or suggest user-selectable dispute resolution paths, such as those recited in applicants' claims.

Furthermore, Sloo's discussion of analyzing scenarios to determine a "best solution," does not show or suggest that each of the dispute resolution paths, from which the "best solution" is allegedly determined, includes a plurality of steps for implementing at least one dispute resolution mechanism, as recited by applicants' independent claims. As such, while Sloo may refer to artificial intelligence processing that determines the "best solution," as the Examiner asserts, Sloo does not discuss the composition of that "best solution," and certainly does not show or suggest that the determined "best solution" includes a plurality of steps for implementing at least one dispute resolution mechanism, as required by applicants'

claims. In fact, as argued above, the "best solution" cannot include a plurality of steps for implementing at least one dispute resolution mechanism, since the "best solution" is the resolution itself. Therefore, Sloo's discussion of determining a "best solution" does not show or suggest all of the elements of applicants' independent claims.

In addition, as applicants argued in the Reply to Office Action dated July 15, 2008 ("Previous Reply"), even if the Examiner asserts that the Automatic Negotiator itself determines a dispute path from several paths based on the profile (which applicants maintain it does not), the Automatic Negotiator of Sloo still does not show or suggest "determining estimated dispute resolution information at the second computer for each of the determined dispute resolution paths based on the profile," "displaying ... the estimated dispute resolution information [prior to the selection of a dispute resolution path]," or "displaying at the first computer the plurality of steps for the determined dispute resolution paths for resolving the dispute [prior to the selection of a dispute resolution path]." Instead, as discussed above, when the Auto Negotiator of Sloo is selected by the user, it evaluates the user information and determines an outcome. Since the Auto Negotiator is by definition automatic, it does not provide the user with information such as estimated dispute resolution information or the steps of the path to aid the user in selecting a provided path. Therefore, the Auto Negotiator of Sloo also does not show all of the elements of applicants' independent claims.

The Examiner also cites Sloo's FIG. 7, and col. 7, ll. 29-40, to show "determining a sub-plurality of

dispute resolution paths for resolving the dispute from a plurality of dispute resolution paths based on the profile, wherein each of the dispute resolution paths comprises a plurality of steps for implementing at least one dispute resolution mechanism." In spite of the Examiner's assertion, however, Sloo does not show or suggest determining a dispute path from several paths based on profile information. Instead, Sloo refers to providing users with the three settlement options irrespective of the information provided by the user. Sloo states:

If the user selected the "Settle a Dispute" option in step 212 of FIG. 2, the program moves to the steps illustrated in FIG. 7. This routine begins in step 700 which provides instructions and allows the user to proceed by selecting one of the following options: "Negotiate the Complaint" to allow the user and subject to enter into private negotiations in an attempt to resolve the complaint; "Request a Judge/Jury" to allow either the user or subject to request intervention by a third party to resolve the dispute; "Automatic Negotiator" to allow the apparatus 10 to determine a resolution to the dispute; and "Appeal a Decision" to allow either part to appeal a decision that was rendered using either of the three previous settlement options.

Sloo, Column 7, lines 29-41. Thus without regard to any profile, Sloo provides the user the option of selecting from any of the available dispute resolution mechanisms. Sloo therefore does not determined a sub-plurality of dispute resolution mechanisms from a plurality of dispute resolution mechanisms based on a user's profile. Thus, Sloo does not show at least this element of applicants' independent claims.

- B. Sloo does not show or suggest "determining estimated dispute resolution information at the second computer for each of the

determined dispute resolution paths based on the profile" and "displaying . . . the estimated dispute resolution information [prior to the selection of a dispute resolution path]."

Applicants respectfully submit that Sloo does not show or suggest "determining estimated dispute resolution information at the second computer for each of the determined dispute resolution paths based on the profile" and "displaying . . . the estimated dispute resolution information [prior to the selection of a dispute resolution path]," as recited by applicants' independent claims.

The Examiner, citing Sloo, col. 10, line 54 - col. 11, line 5, asserts that Sloo discloses determining estimated dispute resolution information by (a) "monitoring participant behavior in certain situations and outcomes over time," (b) "comparing the current situation with other similar situations having known outcomes," and (c) "predict[ing] (i.e. estimat[ing]) the outcome for the present situation based on these known outcomes." The Examiner also asserts that Sloo discloses "suggesting (i.e. displaying) the best behavior to the user to reduce the number of complaints." Office Action, page 11. Applicants disagree with these assertions.

Sloo refers to a program that provides a user with an "Automatic Decision Maker" option, which initiates a routine that "determines the likely resolution of a dispute before the dispute actually occurs." Sloo, col. 10, ll. 52-53. As illustrated in Sloo's FIG. 8, the routine prompts the user for a question or potential dispute and then retrieves data records from previous disputes in order to evaluate and propose a solution to the user's question or dispute. Sloo, col. 11, ll. 21-27. In particular, the routine may employ artificial intelligence

techniques "to predict an outcome based on what it has learned about behavior, situations and their outcomes" and, as such, "the program may suggest the best behavior to the user to reduce the number of complaints by providing guidelines for appropriate behavior before a dispute arises." Sloo, col. 10, line 64 - col. 11, line 2.

Although the Examiner asserts that Sloo shows determining estimated dispute resolution information by predicting the outcome of a dispute, Sloo does not show or suggest determining estimated dispute resolution information for each of the determined dispute resolution paths, as recited by applicants' independent claims. In contrast to the Examiner's contention, predicting an outcome of a dispute is not the same as determining estimated dispute resolution information for dispute resolution paths. In other words, the estimated dispute resolution information of applicants' claims are directed to the resolution paths themselves, not to the eventual outcome of the dispute, and are provided in order to guide disputing parties in understanding resolution options and aid them in selecting the most appropriate mechanism for solving their dispute. Sloo, on the other hand, refers simply to predicting the outcome of a potential dispute, with no consideration to the path taken to resolve the dispute. Consequently, since Sloo does not provide estimated dispute resolution information relevant to any particular resolution path, Sloo only suggests to the user how to avoid disputes in the first place, and provides no estimated dispute resolution information for resolution paths once a dispute is in progress.

Moreover, the applicants' claims recite that the estimated dispute resolution information is determined for

each of "the determined dispute resolution paths," where the determined dispute resolution paths are referenced earlier in the independent claims. These determined dispute resolution paths are the claimed "sub-plurality of dispute resolution paths for resolving the dispute [determined] from a plurality of dispute resolution paths based on the profile, wherein each of the dispute resolution paths comprises a plurality of steps for implementing at least one dispute resolution mechanism." As discussed above, the Examiner argued that these determined dispute resolution paths are shown by Sloo's "best solution" identified by Sloo's Automatic Negotiator. The Examiner therefore cannot subsequently refer to the predicted outcome of Sloo's Automatic Decision Maker, which is a distinct routine from Sloo's Automatic Negotiator, to show estimated dispute resolution information for each of the determined dispute resolution paths. In other words, because Sloo's "best solution" is not considered by the Automatic Decision Maker, it cannot be the determined dispute resolution path for which the estimated dispute resolution information is determined, as required by applicants' independent claims. Thus, Sloo does not show or suggest determining estimated dispute resolution information for each of the determined dispute resolution paths, as recited by applicants' independent claims.

Similarly, the Examiner is inconsistent in the assertion that Sloo shows displaying the estimated dispute resolution information. The Examiner asserts that Sloo shows displaying the estimated dispute resolution information by suggesting the best behavior to the user for avoiding disputes. However, this "best behavior" is not the estimated dispute resolution information the Examiner

identifies in the argument. Rather, as discussed above, the Examiner alleges that the estimated dispute resolution information is the predicted outcome of a potential dispute. Thus, the Examiner must argue that Sloo shows displaying the predicted outcome to the user. However, since the predicted outcome is not, as argued above, estimated dispute resolution information relevant to a dispute resolution path, Sloo does not show or suggest "displaying . . . the estimated dispute resolution information [prior to the selection of a dispute resolution path]," as recited by applicants' independent claims.

- C. Sloo does not show "displaying at the first computer the plurality of steps for the determined dispute resolution paths for resolving the dispute [prior to the selection of a dispute resolution path]."

Applicants respectfully submit that Sloo does not show or suggest "displaying at the first computer the plurality of steps for the determined dispute resolution paths for resolving the dispute [prior to the selection of a dispute resolution path]," as recited by applicants' independent claims.

The Examiner, citing Sloo, col. 7, ll. 41-49, asserts that "Sloo discloses if the 'Negotiate the Complaint' option is selected, the program provides (i.e. displays) initial instructions (i.e. steps) for the negotiation process." Office Action, page 12. Applicants disagree with this assertion.

As discussed above, Sloo refers to a program that provides a user with three dispute settlement options. In this case, if a user selects the "Negotiate the Complaint" option, the program "provides initial instructions" and

then prompts the user for authorization information. Sloo, col. 7, ll. 41-49. While the Examiner asserts that these initial instructions are steps for the negotiating process, Sloo does not, in fact, show or suggest displaying the plurality of steps for the determined dispute resolution paths for resolving the dispute, as recited by applicants' independent claims. In particular, Sloo does not discuss the composition of the initial instructions and certainly does not refer to these initial instructions as steps for the determined dispute resolution paths for resolving the dispute. In fact, it is likely Sloo would not include the particular steps for the determined dispute resolution paths for resolving the dispute before the authorization is complete, and the authorization occurs after the initial instructions are provided. Instead, the initial instructions may simply instruct the user how to communicate with the program. Thus, Sloo does not show or suggest displaying the plurality of steps for the determined dispute resolution paths for resolving the dispute, as recited by applicants' independent claims.

Furthermore, Sloo refers to providing initial instructions after a user selects the "Negotiate the Complaint" option. However, applicants' claims recite that "the plurality of steps for the determined dispute resolution paths for resolving the dispute and the estimated dispute resolution information [are displayed]," "in response to the displaying, prompting the user at the first computer to select one of the determined dispute resolution paths", and "in response to receiving the selection at the second computer, initiating the selected dispute resolution path." Thus applicants' independent claims recite that the steps of the dispute resolution path

are displayed before the user selects a path and before the selected path is initiated. Therefore, the initial instructions provided after the user has selected a dispute resolution option, in this case the "Negotiate the Complaint" option, do not meet applicants' claim limitations. Thus, for this reason too, Sloo does not show or suggest displaying the plurality of steps for the determined dispute resolution paths for resolving the dispute, as recited by applicants' independent claims.

Lastly, applicants submit that the Examiner is again being inconsistent in the argument. The claimed "plurality of steps for the determined dispute resolution paths for resolving the dispute" are referenced earlier in the independent claims. Specifically, the independent claims specify that "each of the dispute resolution paths comprises a plurality of steps for implementing at least one dispute resolution mechanism" and that the presently discussed plurality of steps refer to the "plurality of steps for the determined dispute resolution paths for resolving the dispute." The Examiner, as discussed above, argued that the determined dispute resolution paths for resolving the dispute is shown by Sloo's "best solution" identified by Sloo's Automatic Negotiator. The Examiner therefore cannot subsequently refer to the initial instructions of Sloo's "Negotiate the Complaint" option, which is a distinct routine from Sloo's Automatic Negotiator, to show a plurality of steps for the determined dispute resolution paths. In other words, because Sloo's "best solution" is not considered by the "Negotiate the Complaint" option, it cannot be the determined dispute resolution path for which the plurality of steps are displayed, as required by applicants' independent claims.

Thus, Sloo does not show or suggest displaying the plurality of steps for the determined dispute resolution paths for resolving the dispute, as recited by applicants' independent claims.

D. Conclusion

Accordingly, at least because Sloo fails to show each of these features of applicants' independent claims 1, 51, and 101 the rejection over Sloo under 35 U.S.C. § 102(b) should be withdrawn.

Applicants' Reply to the Rejection of
Claims 151, 160, and 169 Under 35 U.S.C. § 102(b)

Claims 151, 160, and 169 are rejected under 35 U.S.C. § 102(e) as being anticipated by Sloo.

Claims 151, 160, and 169 depend from applicants' allowable independent claims 1, 51, and 101, respectively. Accordingly, for at least this reason, the rejection of these claims should be withdrawn (In re Fine, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988)).

Claims 151, 160, and 169 are allowable for at least the additional reason that Sloo does not show or suggest determining estimated dispute resolution information by providing success rate information for similar disputes resolved using each of the determined dispute resolution paths, as recited by applicants' claims.

The Examiner, citing Sloo, col. 8, ll. 50-58, asserts that "Sloo discloses providing success rate information by rating the parties involved in disputes wherein the rating or score for the prevailing party is increased, while the rating or score for the losing party is decreased." Office Action, page 12. Applicants disagree with this assertion.

Sloo refers to adjusting the performance records of each party in the dispute to reflect the judgment. *Id.* However, in contrast to the Examiners assertion, these performance records do not indicate success rate information for similar disputes resolved using each of the determined dispute resolution paths. Rather, Sloo's performance records are "used to store information concerning the user's conduct while using the apparatus" and to "hold the user accountable for the user's actions and conduct . . . to encourage the user to file only legitimate complaints and to act fairly while attempting to resolve complaints." Sloo, col. 4, ll. 52-60 (see, also, col. 6, ll. 15-24). In other words, Sloo's performance records do not reflect success rates at all, whether for the parties involved in the dispute, as the Examiner contends, or for similar disputes resolved, as presently claimed. Instead, Sloo refers to providing scores to parties based on their interactions with the system and that these scores correspond to the parties' reputations.

Furthermore, Sloo's performance records do not indicate any information, let alone success rate information, for similar disputes resolved using each of the determined dispute resolution paths. As discussed above, Sloo does not provide estimated dispute resolution information for each of the determined dispute resolution paths, as recited by applicants' independent claims. Therefore, for at least these additional reasons, the rejection of these claims should be withdrawn.

Applicants' Reply to the Rejection of Claims
152, 156, 161, 165, 170, and 174 Under 35 U.S.C. § 102(b)

Claims 152, 156, 161, 165, 170, and 174 are rejected under 35 U.S.C. § 102(e) as being anticipated by Sloo.

Claims 152, 156, 161, 165, 170, and 174 depend from applicants' allowable independent claims 1, 51, and 101, respectively. Accordingly, for at least this reason, the rejection of these claims should be withdrawn. In re Fine.

Claims 152, 156, 161, 165, 170, and 174 are allowable for at least the additional reason that Sloo does not show determining two dispute paths from a plurality of dispute paths based on a profile (claims 152, 161, and 170) or a dispute resolution path that implements at least two dispute resolution mechanisms (claims 156, 165, and 174).

The Examiner, citing Sloo's FIG. 7, and col. 7, ll. 29-41, asserts that "Sloo discloses a dispute resolution path the implements at least two dispute resolution mechanisms via providing a 'Appeal a Decision' path in addition to one of the three settlement options (i.e. path) selected." Office Action, page 12. Applicants respectfully disagree with this assertion.

As discussed above, Sloo does not show or suggest determining a subplurality of dispute paths based on a profile. Therefore, Sloo also does not show selecting two dispute paths. Furthermore, each of the dispute paths offered by Sloo only offers a single dispute resolution mechanism. The Examiner's reference to the "Appeal a Decision" path does not make up for this deficiency in that each path still only offers a single dispute resolution mechanism. Thus there is nothing in Sloo that shows a dispute resolution path that implements at least two dispute resolution mechanisms. Therefore, for at least

these additional reasons, the rejection of these claims should be withdrawn.

Applicants' Reply to the Rejection of
Claims 3, 53, and 103 Under 35 U.S.C. § 103(a)

Claims 3, 53, and 103 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo in view of Vaidyanathan.

Claims 3, 53, and 103 depend from applicants' allowable independent claims 1, 51, and 101, respectively. Accordingly, for at least this reason, the rejection of these claims should be withdrawn. In re Fine.

Claims 3, 53, and 103 are allowable for at least the additional reason that neither Sloo nor Vaidyanathan taken alone or in combination shows determining whether the user has met a predetermined standard for conducting business and in response providing the user a certification.

The Examiner, citing Vaidyanathan, pars. 43-44, contends that (a) "Vaidyanathan discloses utilizing a dispute resolution specialist (i.e. a certified person)," (b) "Vaidyanathan also discloses determining whether a user has met a predetermined standard via determining whether the dispute resolution specialist has successfully completed training," and (c) "it would have been obvious to one of ordinary skill in the art to incorporate certified third parties to in [sic] the Sloo dispute resolution system to maintain the integrity of the system." Office Action, page 13. Applicants respectfully disagree with these assertions.

Although the Examiner asserts that it would have been obvious to incorporate certified third parties in Sloo, the applicants' claimed approach is directed to

determining whether the user involved in the dispute, and not a third party, has met a predetermined standard for conducting business and, in response, providing the user, and not a third party, a certification. Furthermore, the Examiner's assertion that Vaidyanathan shows determining whether a user has met a predetermined standard via determining whether the dispute resolution specialist has successfully completed training is irrelevant to applicants' claimed approach. Applicants' claims recite determining whether the user has met a predetermined standard for conducting business, which provides a measure of good faith, and not whether the user completed training, which provides no measure of the user's business conduct. As such, there would have been no motivation, and it would not have been obvious to one of ordinary skill in the art, to combine Vaidyanathan's certified third parties with Sloo's dispute system in order to show the features of applicants' claims. Therefore, for at least these additional reasons, the rejection of these claims should be withdrawn.

Applicants' Reply to the Rejection of
Claims 5, 55, and 105 Under 35 U.S.C. § 103(a)

Claims 5, 55, and 105 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo in view of Vaidyanathan.

Claims 5, 55, and 105 depend from applicants' allowable independent claims 1, 51, and 101, respectively. Accordingly, for at least this reason, the rejection of these claims should be withdrawn. In re Fine.

Claims 5, 55, and 105 are allowable for at least the additional reason that neither Sloo nor Vaidyanathan taken alone or in combination shows determining estimated

dispute resolution information for each of the determined dispute resolution paths by determining an estimated time for resolving disputes using each of the determined dispute resolution paths.

The Examiner, citing Vaidyanathan, par. 65, contends that "Vaidyanathan discloses determining the estimate time for resolving disputes via having a predetermined period of fourteen days for resolving a dispute." Office Action, page 13. Applicants respectfully disagree with this assertion.

Vaidyanathan refers to an alternative dispute resolution (ADR) case lifecycle that allows a respondent to respond to a complaint "within a predetermined period such as fourteen days." Vaidyanathan, par. 65. If a response is submitted, the case proceeds to a resolution state in which the respondent can choose from a variety of resolution methods. Each of these methods are associated with additional predetermined time periods that, in some instances, enable the system to determine when to send reminder messages to the parties involved. For example, Vaidyanathan discusses a process involving three predetermined time periods, all of which serve as time limits for the respondent to respond to the complaint. Vaidyanathan, pars. 77-78. These time limits indicate the maximum periods of time the process will wait for a respondent and, as such, the time limits may or may not elapse, depending on when the respondent chooses to respond.

Although the Examiner asserts that Vaidyanathan's predetermined time is an estimated time for resolving disputes, Vaidyanathan discusses only time limits for responses in the process of handling a complaint. These

time limits set an upper limit for response time in a resolution process, but do not indicate an estimated time for resolving disputes, as specified in applicants' claims. Furthermore, the applicants' claimed approach is directed to providing these estimated times before the user selects a dispute resolution path in order to help the user in making this selection. In particular, the applicants' independent claims recite that the estimated dispute resolution information (in this case the estimated time for resolving disputes) is displayed to the user before the user selects a dispute resolution path. Vaidyanathan, on the other hand, discusses imposing time limits only once a resolution method has been chosen and does not discuss displaying such information to a user at all.

In addition, the Examiner contends that Sloo shows monitoring how long it takes for parties to respond, and concludes:

It would have been obvious to one of ordinary skill in the art at the time of the invention to incorporate into the complaint handling method and system of Sloo the time periods taught in Vaidyanathan so that the case can be quickly moved along rather than letting it languish and drag out without any resolution. It would be necessary to know the approximant [sic] times needed for resolving a dispute so that notifications can be sent to nudge the parties on and so that the system can know when an appropriate amount of time to resolve the dispute has passed without resolution, thus moving the case to the next step, either by dismissing the case or moving it to another avenue for resolution. Office Action, pages 6-7.

The combination of Sloo and Vaidyanathan advocated by the examiner merely introduces the predetermined maximum response time periods of Vaidyanathan into Sloo. The Examiner cites the benefit of keeping cases

moving as a motivation to combine Vaidyanathan and Sloo. However, neither this alleged teaching of the combination of Vaidyanathan and Sloo nor the motivation for the combination relate to applicants' claimed approach of providing an estimate of an amount of time to resolve a dispute for each of a subplurality of dispute resolution paths. Specifically, Vaidyanathan's time limits do not indicate an estimate of an amount of time to resolve a dispute and, even when combined with Sloo, are not provided before the user selects a dispute resolution path, as recited by applicants' claims. Therefore, for at least these additional reasons, the rejection of these claims should be withdrawn.

Applicants' Reply to the Rejection of Claims
4, 54, 104, 155, 164, and 173 Under 35 U.S.C. § 103(a)

Claims 4, 54, 104, 155, 164, and 173 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo in view of Kilibaner.

Claims 4, 54, 104, 155, 164, and 173 depend from applicants' allowable independent claims 1, 51, and 101, respectively. Accordingly, for at least this reason, the rejection of these claims should be withdrawn. In re Fine.

Claims 4, 54, 104, 155, 164, and 173 are allowable for at least the additional reason that neither Sloo nor Kilibaner taken alone or in combination shows determining estimated dispute resolution information for each of the determined dispute resolution paths by calculating a cost for resolving disputes using each of the determined dispute resolution paths (claims 4, 54, 104) or calculating these costs by calculating an average cost of a plurality of disputes resolved using each of the determined dispute resolution paths (claim 155, 164, and 173).

The Examiner concedes that Sloo does not show calculating a cost for resolving a dispute. However, the Examiner asserts "Kilibaner discloses allocating (i.e. determining) costs for resolution of a dispute (Fig. 2)" and that it would have been obvious to combine Kilibaner and Sloo "in order to aid a party in determining what dispute path to take based on the cost involved in each dispute path." Office Action, pages 13-14. Applicants respectfully disagree with this assertion.

In spite of the Examiner's assertion that Kilibaner shows calculating a cost for resolving a dispute, Kilibaner does not show or suggest calculating a cost for resolving disputes using each of the determined dispute resolution paths, as recited by applicants' claims. Rather, Kilibaner refers to determining how to allocate the costs for dispute resolution between the parties involved in the dispute. Kilibaner, par. 34. Specifically, Kilibaner refers to allocating percentages of the total dispute costs, and does not discuss allocating or even calculating the cost. Kilibaner, pars. 22, 50, and FIG. 4. Moreover, the fact that Kilibaner allocates percentages of costs, and not the costs themselves, indicates that Kilibaner does not calculate the costs, in contrast to applicants' claimed approach.

Thus, the cost allocation feature of Kilibaner does not make up for the deficiency in Sloo. As such, the combination of Sloo and Kilibaner does not show or suggest providing an estimate of the cost for resolving a dispute for each of a subplurality of dispute resolution paths. Therefore, for at least this additional reason, the rejection of these claims should be withdrawn.

Applicants' Reply to the Rejection of Claims
153, 154, 162, 163, 171, and 172 Under 35 U.S.C. § 103(a)

Claims 153, 154, 162, 163, 171, and 172 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo.

Claims 153, 154, 162, 163, 171, and 172 depend from applicants' allowable independent claims 1, 51, and 101, respectively. Accordingly, for at least this reason, the rejection of these claims should be withdrawn. In re Fine.

Claims 153, 154, 162, 163, 171, and 172 are allowable for at least the additional reason Sloo does not show or suggest that determining the dispute resolution paths is based on a size of the dispute amount (claims 153, 162, and 171) or is based on a relationship between the user and a disputing party (claims 154, 162, and 171).

The Examiner asserts that one of ordinary skill in the art would "take into account the size of the dispute amount when determining the type of dispute resolution to take." Office Action, page 14. The Examiner cites as an example a user that may decide to pursue negotiation rather than litigation "since the litigation costs could outweigh the dispute amount or reduce the amount awarded to the user." *Id.* Similarly, the Examiner asserts that one of ordinary skill in the art would "take into account the relationship of the parties in determining a path for dispute resolution." *Id.* The Examiner cites as examples (a) two parties angry with each other who therefore pursue arbitration or litigation, and (b) two parties in an amicable relationship who therefore chose negotiation or mediation. The Examiner asserts it would have been obvious over Sloo to take these elements into account in order to

show the features of applicants' claims. Applicants respectfully disagree.

Although the Examiner asserts it would have been obvious to one of ordinary skill in the art to take into account the size of the dispute amount, as well as the relationship between the disputing parties, in order to determine the dispute resolution paths, Sloo provides no basis for this assertion. Sloo discusses the user determining the path for dispute resolution, but does not show or suggest a dispute management application determining the dispute resolution paths based on a size of the dispute amount or a relationship between the user and a disputing party, as recited by applicants' claims. In other words, Sloo relies on the user's knowledge and subjectivity to chose a resolution path, without any guidance from the system. The applicants' claimed approach, on the other hand, provides a systematic method for determining resolution paths using a dispute management application. As such, there is nothing in Sloo that would show or suggest to one of ordinary skill in the art that a subplurality of dispute resolution paths would be determined based either on a size of the dispute amount or based on a relationship between the user and a disputing party. Therefore, for at least this additional reason, the rejection of these claims should be withdrawn.

Applicants' Reply to the Rejection of Claims
157-159, 166-168, and 175-177 Under 35 U.S.C. § 103(a)

Claims 157-159, 166-168, and 175-177 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo.

Claims 157-159, 166-168, and 175-177 depend from applicants' allowable independent claims 1, 51, and 101,

respectively. Accordingly, for at least this reason, the rejection of these claims should be withdrawn. In re Fine.

Claims 157-159, 166-168, and 175-177 are allowable for at least the additional reason Sloo does not show or suggest that a first determined dispute resolution path will move from a first dispute mechanism to a second dispute mechanism only when the first dispute mechanism does not result in a resolution (claims 157, 166, and 175), that a first determined dispute resolution path will move from a first dispute mechanism to a second dispute mechanism without any user intervention when the first dispute mechanism does not result in a resolution (claims 158, 167, and 176) or that a first determined dispute resolution path implements documents only arbitration and a second determined dispute resolution path implements on call mediation followed by arbitration (claims 159, 168, and 177).

The Examiner takes Official Notice "that it is old and well known to move from one dispute resolution path to another if there is no resolution to the dispute." Office Action, page 10. Based on this Official Notice the Examiner contends that "it would have been obvious to one of ordinary skill in the art to move from one path to another if a dispute is not resolved since this is common business practice." *Id.*

However, the Examiner has not addressed the actual features of applicants' claims, as applicants argued in the Previous Reply. Each of applicants' claims recite that at least one of the dispute resolution paths contains two dispute resolution mechanisms. For example, a dispute resolution path can specify mediation followed by arbitration. Thus, the user is not moving from one path to

another, but rather choosing at the outset a path that includes more than one dispute resolution mechanism.

This is not shown or suggested by Sloo. Each of the paths referred to by Sloo only contain a single dispute resolution mechanism. Accordingly there is no way in Sloo to select a path that will transition from a first dispute mechanism to a second dispute mechanism when the first dispute mechanism does not result in a resolution (claims 157, 166, and 175), a path that will move from a first dispute mechanism to a second dispute mechanism without any user intervention when the first dispute mechanism does not result in a resolution (claims 158, 167, and 176), or the particular arrangement of paths recited by claims 159, 168, and 177. By using the Official Notice, the Examiner has only stated that it is known to try multiple dispute mechanisms to resolve a dispute. Thus the combination of Sloo with the Official Notice only refers to a system in which the user can select a first path mechanism and that if that path is unsuccessful the user can select another path. However this is not what is recited by applicants' claims. Therefore, for at least this additional reason, the rejection of these claims should be withdrawn.

Conclusion

For at least the reasons set forth above, applicants respectfully submit that this application is in condition for allowance. Reconsideration and prompt allowance of this application are respectfully requested.

Respectfully submitted,

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